| Nevada Bar Number 9683 Law Office of Louis Schneider 430 South 7 th Street Las Vegas, NV 89101 Tel: (702) 435-2121 Email: lcs@lvnvlaw.net Michael Machat, Esq. California State Bar Number 109475 (pro hac vice pending) 8730 W. Sunset Blvd., Ste. 250 W. Hollywood, California 90069 Telephone: (310) 860-1833 Email: michael@machatlaw.com | |
|---|---|
| Attorneys for Plaintiffs Chadwick Johnson, Mindful Injury Law, and Ana Arriaga | PC |
| | DISTRICT COURT OF NEVADA |
| CHADWICK JOHNSON, MINDFUL INJURY LAW, PC AND ANA ARRIAGA, Plaintiff, v. | Case Number: COMPLAINT FOR: (1) BREACH OF CONTRACT (2) FRAUD (3) CONVERSION (4) UNJUST ENRICHMENT |
| D3 INVESTMENTS, LLC, CHARLES DUNLAP, and DANIELLE DUNLAP, Defendants. | JURY TRIAL DEMANDED |
| | Nevada Bar Number 9683 Law Office of Louis Schneider 430 South 7th Street Las Vegas, NV 89101 Tel: (702) 435-2121 Email: lcs@lvnvlaw.net Michael Machat, Esq. California State Bar Number 109475 (pro hac vice pending) 8730 W. Sunset Blvd., Ste. 250 W. Hollywood, California 90069 Telephone: (310) 860-1833 Email: michael@machatlaw.com Attorneys for Plaintiffs Chadwick Johnson, Mindful Injury Law, and Ana Arriaga UNITED STATES DISTRICT OF CHADWICK JOHNSON, MINDFUL INJURY LAW, PC AND ANA ARRIAGA, Plaintiff, |

COMPLAINT

THE PARTIES AND SUBJECT MATTER JURISDICTION

- 1. Plaintiff Chadwick Johnson is a resident of California and the owner/operator of Plaintiff Mindful Injury Law, PC.
- 2. Plaintiff Mindful Injury Law, PC ("Mindful Injury Law") is a California Professional Corporation based in Sacramento, California.
- 3. Plaintiff Ana Arriaga is a resident of California and an employee of Plaintiff Mindful Injury Law, PC.
- 4. Defendant D3 Investments LLC ("D3 Investments) is a Nevada Limited Liability Company based out of Las Vegas, Nevada.
- 5. Defendants Charles Dunlap and Danielle Dunlap are married and the officers and owners of Defendant D3 Investments LLC. Charles Dunlap and Danielle Dunlap live in Las Vegas in a home purchased with Plaintiffs' money.
- 6. Upon information and belief the 3 D's in Defendant D3 Investments stand for Dunlap, Danielle and their daughter Dylnn. Upon information and belief, Defendants Charles Dunlap and Danielle Dunlap use D3 Investments as their piggy bank and they have no legitimate business.
- 7. This Court has Diversity Jurisdiction pursuant to 28 U.S.C. §1332(a) because all the Plaintiffs are citizens of California while all the Defendants are citizens of Nevada, and the amount in dispute is well over \$75,000. Venue is appropriate pursuant to 28 U.S.C. §1391 because Defendants reside and are based in Las Vegas, Nevada.

COUNT I. BREACH OF CONTRACT

- A. The Contracts between Chadwick Johnson, his law firm Mindful Injury Law and D3 Investments.
- 8. Starting in the spring or summer of 2021, Plaintiff Chadwick Johnson and his wife Ericka Lynn Johnson entered into a series of loan agreements, with each agreement being a promissory note in which Plaintiff Chadwick Johnson and

his wife loaned Defendant D3 Investments a sum of money with ninety-day payment terms. The initial loan was approximately \$20,000 and the interest was very favorable to Plaintiff Johnson and his wife – approximately 20%, for a profit of \$2,400.00.

- 9. The money from the loans to Defendant D3 Investments was, according to Defendant Charles Dunlap, supposed to be relent to other individuals and/or companies for a far higher interest than D3 Investments offered to pay, allowing both D3 Investments and the Johnson to make a nice profit.
- 10. Defendant Charles Dunlap explained to Plaintiff Johnson and his wife that the ultimate recipient of the money needed a bridge loan and thus was willing to pay a very high rate of interest for a short period of time, as in ninety days, so the recipient would have access to money while the recipient was waiting for proper financing at a normal rate of interest.
- 11. The explanation continued that the recipient was willing to pay such a high rate of interest because it would be for just ninety-days, and then afterwards the recipient would make so much money once it received normal financing, the recipient didn't care about the temporary short-term interest it was paying.
- 12. Defendant Charles Dunlap explained that he (through Mark Anthony. Sawyer) had access to many people and companies that needed these so-called bridge loans, and only those lucky enough to know him and his colleague Mark Anthony Sawyer, would have access to this easy money.
- 13. Defendant Charles Dunlap was related by blood to Erika Johnson, so she and her husband naturally trusted Mr. Dunlap.
- 14. When the first ninety-day loan came due, Mr. Dunlap persuaded the Johnsons to roll over the proceeds into a new bridge loan and make even more money.
- 15. The next promissory note was also for a ninety-day term and it too paid high interest. Every ninety days the cycle repeated, while both Charles Dunlap and

his wife Danielle Dunlap continued to persuade the Johnsons that everything was on the up-and-up.

- 16. In early 2022, the defendant Dunlaps decided to up the stakes. They knew that Plaintiff Chadwick Dunlap and his law firm, Plaintiff Mindful Injury Law had settled a large case and had access to a larger sum of cash.
- 17. Defendant Charles Dunlap offered to pay Plaintiff Mindful Injury Law \$250,000 in eighty-days in exchange for a loan of \$200,000 with a fee to Mindful Injury Law of \$50,000. The parties consummated this agreement by executing Exhibit 1.
- 18. The seemingly large fee was explained away by Defendant Charles Dunlap with the explanation that the ultimate recipient of the \$200,000, in this case the people behind the Nelson Project, would make so much money from the use of the funds that it was worth paying such a large fee for the short-term bridge loan.
- 19. Then in October of that same year, 2022, Defendant Charles Dunlap offered Plaintiff Johnson and his firm Mindful Injury Law to make even money by rolling over the \$250,000 to Dunlap's company, Defendant D3 Investments, and earn a further fee of \$25,000 in exchange for 90 days use of the funds, all of which D3 Investments and Charles Dunlap offered to timely repay. A copy of this agreement is attached as Exhibit 2.
- 20. Again, Defendant Dunlaps explained the reason behind such an alleged great opportunity for Plaintiffs Johnson and Mindful Injury Law to make even more profits was that the recipient, in this case, the Neff Project was going to make so much money from the use of the funds, it didn't mind paying \$25,000 as a fee to use the \$250,000 for ninety days.
- 21. In February of 2023, once again, Defendant Charles Dunlap offered Plaintiff Chadwick Johnson a further opportunity to make even more money. In this case, an agreement was entered into between Mindful Injury Law and D3 Investments pursuant to which in exchange for \$275,000, Mindful Injury Law

would get paid a fee of \$27,500 in addition to recovering its \$275,000 making a total of \$302,500 due and payable to Mindful Injury Law on May 22, 2023. According to this agreement, attached hereto as Exhibit 3, the use of these funds was designated for the Riggins Project.

- 22. When May 22, 2023, came and went, Defendants did not pay the \$302,500 as promised. Plaintiff Johnson and his firm Mindful Injury Law patiently waited to get paid, and of course asked for explanations. The explanations did not seem to make sense, but since Plaintiff Johnson and his wife were family to Defendants Dunlaps, Mr. Johnson did not press the matter until now by filing this lawsuit.
- 23. \$302,500 remains due and owing on Exhibit 3, plus costs of collection, including reasonable attorney's fees.
 - B. The contracts between Ana Arriaga and D3 Investments.
- 24. Hearing about how much money her employer was making, Plaintiff Arriaga was convinced by Defendants Charles Dunlap and Danielle Dunlap to get in on the easy money too.
- 25. In May of 2022, she was convinced by the Dunlaps to loan \$20,000 of her savings to D3 Investments in exchange for a fee of \$4,400 plus the return of her \$20,000 within 90 days. A copy of this Agreement is attached as Exhibit 4. The use of these funds was designated for the Hill Project.
- 26. By payment time, in August of 2022, Defendant Dunlaps presented Ms. Arriaga with an opportunity to roll over the \$24,400 into a new loan, this one designated for use by the Haynes Project. Ms. Arriaga agreed, and a new contract was signed pursuant to which Defendant D3 Investments promised to pay the sum of \$26,840 on or before November 19, 2022.
- 27. Then in December of 2022, Ms. Arriaga agreed to roll over her funds once again and loaned \$26,840 to Defendant D3 Investments for another 90 day term. A copy of this Agreement is attached as Exhibit 5. These funds were

designated for use by the Reese Project. Defendant D3 Investments agreed to pay Ms. Arriaga \$29,524 on or before March 9, 2023.

- 28. On July 24, 2023, Defendant D3 Investments agreed to pay Ms. Arriaga the sum of \$27,883.24¹ in exchange for a loan of \$25,348.40 that would be due 90 days later on October 14, 2023. This loan is attached as Exhibit 6.
- 29. Finally, on November 3, 2023, Ms. Arriaga and Defendant D3 Investments entered into an agreement by which Ms. Arriaga loaned the \$27,883.24 due from the Agreement attached as Exhibit 6 in exchange for a promise to pay \$30,671.56 on February 3, 2024. A copy of this last agreement is attached as Exhibit 7.
- 30. February 3, 2024, has come and gone, but Defendant D3 Investments did not pay as promised, despite a demand to do so, and it now owes this amount plus costs of collection, including reasonable attorney's fees.
- 31. When pressed for payment, the Dunlaps claimed they did not have the money and that the money owed to Ms. Arriaga and to Mindful Injury Law and to countless others, believed to number in the hundreds, was held up by bank regulators who had seized control of Defendants' partner in crime Mark Anthony. Sawyer, bank accounts. The defendants have implored Plaintiffs to please be patient and the money will be forthcoming.
 - 32. Instead of waiting any further, the Plaintiffs have filed this lawsuit.

COUNT II. FRAUD IN THE INDUCEMENT AND BY FALSE PRETENSES

- 33. Plaintiffs reallege and incorporate herein by reference each and every allegation contained in paragraphs 1 through 32 of this Complaint as though set forth in full herein at length.
 - 34. As an alternative to their claims for Breach of Contract, Plaintiffs plead

¹ (In order to build further trust between Defendants and Plaintiffs, Defendants had paid Ms. Arriaga some money from the prior loan, Exhibit 5.)

this cause of action for Fraud and the succeeding causes of action for Conversion and Unjust Enrichment.

- 35. Upon information and belief, none of the loans by any of the Plaintiffs were used for the purposes which they were given.
- 36. Upon information and belief, there never was a Nelson Project, as referenced in Exhibit 1, nor a Neff Project, as referenced in Exhibit 2, nor a Riggins Project, as referenced in Exhibit 3, nor a Hill Project, as referenced in Exhibit 4, nor a Haynes Project as referenced in Exhibit 5, nor a Reese Project, as referenced in Exhibit 6, nor a Oliver Project, as referenced in Exhibit 7, nor a Hall Project, as referenced in Exhibit 8. Upon information and belief, it was all a scam.
- 37. The way the Dunlap defendants were able to convince so many gullible people to part with their money, including the Plaintiffs in this case, was as follows.
- 38. Upon information and belief, over time, like the feeders did for Bernie Madoff, the Dunlap defendants expounded the alleged wonders that Mark Anthony Sawyer could do with bridge loans. They explained by making bridge loans to people or companies that needed quick money, each lender (the victims in this case are called lenders) could each earn high interest and then by rolling the notes over and over, the "lenders" including Plaintiffs would be able to make loads of money.
- 39. The Dunlaps built up Mark Anthony Sawyer as a financial wunderkind who could do miracles with bridge loans. The Dunlaps were able to make Plaintiffs feel they were one of the "lucky ones" that got to work with Mark Sawyer. The Defendant Dunlaps made it seem hard to get on a call with Mark Sawyer, which was all part of the scam. By acting as if Mark Sawyer was hard to reach and such a busy person, the Dunlaps were able to perpetuate a scam, however unbelievable it is to a rational person, that earning so much money by constantly rolling over high interest bridge loans, was a great opportunity.
- 40. But for the promises and statements that the use of the funds would be used to make bridge loans to others eager for the use of money and able to pay it

back with great interest upon obtaining other financing, none of the Plaintiffs would have handed over a single dollar to any of the Defendants.

- 41. The representations were material. Had Plaintiffs known none of these entities existed and had they known the true use of the funds, Plaintiffs would have kept their money and used it elsewhere. Defendants intentionally made material misstatements of facts that they intended Plaintiffs to rely upon, and which Plaintiffs did in fact rely upon, to Plaintiffs' detriment causing Plaintiffs to be out of pocket over three hundred thousand dollars, not including interest and attorney's fees.
- 42. Plaintiffs request punitive damages of at least treble this amount to punish Defendants for their wretched behavior.

THIRD CAUSE OF ACTION (Conversion)

- 43. Plaintiffs reallege and incorporate herein by reference each and every allegation contained in paragraphs 1 through 42 of this Complaint as though set forth in full herein at length.
- 44. As described herein, the defendants intentionally deprived plaintiffs of over Three Hundred Thousand Dollars through lies and deceit.
- 45. Defendants obtained the money through lies and deceit, and despite demands for the money to be repaid by defendants, nothing has been repaid.
- 46. Accordingly, as a direct and proximate result of the above-described acts and omissions of Defendants, Plaintiffs have lost their investments of over Three Hundred Thousand Dollars through lies and deceit.
- 47. Plaintiffs request punitive damages of at least treble this amount to punish Defendants for their wretched behavior.

FOURTH CAUSE OF ACTION (Unjust Enrichment)

48. Plaintiffs reallege and incorporate herein by reference each

and every allegation contained in paragraphs 1 through 47 of this Complaint as though set forth in full herein at length.

- 49. Upon information and belief, D3 Investments, LLC is being used to funnel money to Defendants Charles Dunlap's and Danielle Dunlap's lavish lifestyles.
- 50. Upon information and belief, Defendants Charles Dunlap and Danielle Dunlap used Plaintiffs' money as a down payment to buy a house located at 84 Tapadero Lane, Las Vegas, Nevada, 89135 which, upon information and belief, is worth more than \$2 Million dollars.
- 51. Notably, approximately thirty days after Plaintiff Mind Injury Law transferred its first investment of \$200,000 to Defendants, Defendant Charles Dunlap and Danielle bought the house at 84 Tapadero Lane.
- 52. To cover up their fraud and to prolong the inevitable discovery of their wrongdoing, Defendants Charles Dunlap and Danielle Dunlap have participated in calls with their victims (which they call lenders) and their kingpin, Mark Anthony Sawyer, and have attempted to explain that the monies loaned to D3 Investments went in fact to Mark Sawyer for him to disburse, and that Mark Anthony Sawyer is prevented from paying out any money to the victims, including the victim Plaintiffs, because Mark Anthony Sawyer, unwittingly according to Mr. Sawyer and the Dunlaps, did some business with money launderers that caused an investigation, leading his funds at the banks to be frozen.
- 53. Incredible as it seems, Mr. Sawyer and Mr. Dunlap stated in a recent video zoom call on February 21, 2024, that they still are in business making new bridge loans to others, and that it is only certain people's funds that are frozen, including Plaintiffs.
- 54. Upon information and belief, the purpose of the recent zoom call was to try to convince other victims not to ask for their money back and assure them that if they leave their money in, they will continue to make 10% interest every 90 days.

That's at least a 40% API, which implies, either Mr. Sawyer and the Dunlaps are financial geniuses who can generate better returns on investment than Warren Buffet, or they are charlatans.

- 55. Regardless, Plaintiffs conferred benefits on each of the named defendants in this case by advancing the sum of over three hundred thousand dollars for which they were promised to receive their money back plus interest according to the loan terms on the various promissory notes referenced herein.
 - 56. Instead, defendants used the monies for their own personal gain,
- 57. Defendants have retained the benefits Plaintiffs have provided to them and refused to return any of the moneys.
- 58. The circumstances render defendants' retention of the money inequitable and render the Dunlaps' retention of the house at 84 Tapadero Lane, Las Vegas, NV 89135, inequitable. *Plaintiffs are therefore entitled to all proceeds obtained by defendants from the use of Plaintiffs' money, including title to the house on 84 Tapadero Lane, Las Vegas, Nevada, 89135.*

PRAYER FOR RELIEF:

WHEREFORE, Plaintiffs pray for judgment as follows:

- 1. That the Court order that Plaintiffs are entitled to receive the amounts due to them per contract as attached to this Complaint, with the total amounts owing being over Three Hundred Thousand Dollars plus interest plus costs of collection including reasonable attorney's fees as provided by agreement.
- 2. That in the alternative, that defendants be ordered to pay the approximate \$350,000 they deceived Plaintiffs into investing plus punitive damages of at least treble damages, plus interest, plus costs of collection including reasonable attorney's fees as provided by agreement.
 - 3. That Defendants be prohibited from ever holding themselves out

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to the public as financial advisors or loan agents and be prohibited from engaging in or working for any financial institution or loan agency ever again.

- 4. For actual, compensatory, and reliance damages in an amount to be determined at the trial of this action and estimated to be approximately at least One Million Dollars.
- 5. That the Court transfer title of the house located at 84 Tapadero Lane, Las Vegas, Nevada, 89135 from Defendants, including from Defendants Charles Dunlap and Danielle Dunlap, over to Plaintiffs, pursuant to the doctrine of unjust enrichment;
- 6. That the Court transfer title of other properties in the Defendants' names or in the names of Defendants' Trusts, over to Plaintiff pursuant to the doctrine of unjust enrichment;
- 7. For punitive damages in an amount determined by a jury to punish Defendants for their wretched behavior.
 - 8. For costs of suit herein incurred;
 - 9. For Attorney Fees, according to the agreements;
 - 10. For interest on the monies unlawfully obtained and as otherwise permitted by statute;
- 11. For any other orders necessary to accomplish complete justice between the parties:
 - 12. For such other and further relief as this Court may deem just and proper.

DATED: February 22, 2024 Louis Schneider

By: /s/Louis Schneider

Louis Schneider Nevada Bar Number 9683 Law Office of Louis Schneider 430 South 7th Street Las Vegas, NV 89101

Tel: (702) 435-2121

Email: lcs@lvnvlaw.net Attorney for Plaintiff Michael Machat (CA SBN 109475) (pro hac vice pending) 8730 W. Sunset Blvd., Ste. 250 West Hollywood, CA 90069 Tel: (310) 860-1833 Email: Michael@machatlaw.com Attorney for Plaintiffs **DEMAND FOR JURY TRIAL** Plaintiffs hereby request a trial by jury on all triable issues raised by the Complaint. Louis Schneider /s/Louis Schneider

EXHIBIT 1

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D3 Investments, LLC PROMISSORY NOTE

| BORROWER INFORMATION | | | | | |
|----------------------|--------------------------------------|-----------------------------------|---------------------------------------|--|--|
| Name | D3 Investments, LLC – Nelson Project | Date | 04/01/2022 | | |
| Phone | (925) 895-2728 | E-mail | d3.investments.llc2@gmail.com | | |
| Address | 1905 O'Toole Way | EIN | 81-4946572 | | |
| City, State ZIP Code | San Jose CA, 95131 | | | | |
| | LENDER INFORMA | ATION | | | |
| Name | Mindful Injury Law, PC | E-mail | chad@mindfulinjurylaw.com | | |
| Phone | (916) 538-0890 | Check Payment Made Payable To: | Mindful Injury Law or Chad Johnson | | |
| Address | 11344 Coloma Road, Set. 105 | SSN or EIN | 86-3417742 | | |
| City, State ZIP Code | Gold River, CA, 95670 | | | | |
| | LOAN INFORMA | ΓΙΟΝ | | | |
| Loan Amount | \$200,000.00 | Loan Period | 80 days | | |
| Fee: | \$50,000.00 | Payment Schedule | 06/19/2022 | | |
| | | NOTE | From: Nelson Project | | |
| AGREEMENT | | | | | |

| Mindful | Injury Law \$25 | <u>0,000.00</u> as specified | below. |
|-----------------------|---------------------------|------------------------------|--|
| 2. Insta | llments: | | |
| ☐ Borrow | ver will pay | _ payments of \$ | each at monthly intervals on the 10 th day of the month. |
| ⊠ Borrov | ver will pay one | lump payment on 0 | 6/19/2022 date. |
| □ Borrow loan term | | payments at monthly | intervals with a final balloon payment at the end of the |
| 3. Appli | cation of Paym | ents: Payments will | be applied first to interest only. |
| 4. Prepa | ayment: After s | six months, borrowe | may prepay all or any part of the principal without penalty. |
| | | | han $\underline{\bf 15}$ days late in making any payment, Lender may declare that the entire balance c with the interest that has accrued. |
| 6. Secur | rity: | | |
| This is | an unsecured n | ote. | |
| a security | agreement and | Uniform Commercia | d interest owed under this promissory note are paid in full, this note will be secured by all Code Financing statement giving Lender a security interest in the equipment, the business known as |
| □ Borrow the | er agrees that ι | until the principal and | d interest owed under this promissory note are paid in full, this note will be secured by |
| | ☐ Mortgage d described as | - | the real estate commonly known as a Single Family Residence and more fully |

Collection Costs: If Lender prevails in a lawsuit to collect on this note, Borrower will pay Lender's costs and lawyer's fees in an

1. Promise to Pay: For value received, <u>D3 Investments, LLC. – Nelson Project</u> (Borrower) promises to pay

amount the court finds to be reasonable.

The undersigned and all other parties to this note, whether as endorsers, guarantors or sureties, agree to remain fully bound until this note shall be fully paid and waive demand, presentment and protest and all notices hereto and further agree to remain bound notwithstanding any extension, modification, waiver, or other indulgence or discharge or release of any obligor hereunder or exchange, substitution, or release of any collateral granted as security for this note. No modification or indulgence by any holder hereof shall be binding unless in writing; and any indulgence on any one occasion shall not be an indulgence for any other or future occasion. Any modification or change in terms, hereunder granted by any holder hereof, shall be valid and binding upon each of the undersigned, notwithstanding the acknowledgement of any of the undersigned, and each of the undersigned does hereby irrevocably grant to each of the others a power of attorney to enter into any such modification on their behalf. The rights of any holder hereof shall be cumulative and not necessarily successive. This note shall take effect as a sealed instrument and shall be construed, governed and enforced in accordance with the laws of the State of California.

| SIGNATURES | | | | |
|------------------------------|-----------------|-----------|--------------------|--|
| Signature | Clarket Thurley | Signature | Chadwick Johnson | |
| Borrower D3 Investments, LLC | | Lender | Mindful Injury Law | |
| Date | 04/01/2022 | Date | 04/01/2022 | |



Audit Trail

TITLE Promissory Note: D3I_Nelson Project_80_Mindful Injury Law,...

FILE NAME Nelson Project - ...w_04-01-2022.docx

DOCUMENT ID 3f820c93ffb7195c03e29ece4fbcf976f621f632

AUDIT TRAIL DATE FORMAT MM / DD / YYYY

STATUS • Signed

Document History

(C)

04 / 09 / 2022 Sent for signature to Mindful Injury Law, PC

SENT 22:10:51 UTC (chad@mindfulinjurylaw.com) from

d3.investments.llc2@gmail.com

IP: 98.51.119.51

O 4 / 11 / 2022 Viewed by Mindful Injury Law, PC (chad@mindfulinjurylaw.com)

VIEWED 20:28:54 UTC IP: 73.220.21.33

SIGNED 20:31:18 UTC IP: 73.220.21.33

7 04 / 11 / 2022 The document has been completed.

20:31:18 UTC

EXHIBIT 2

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D3 Investments, LLC PROMISSORY NOTE

| BORROWER INFORMATION | | | | |
|----------------------|------------------------------------|-----------------------------------|---------------------------------------|--|
| Name | D3 Investments, LLC – Neff Project | Date | 10/28/2022 | |
| Phone | (925) 895-2728 | E-mail | d3.investments.llc2@gmail.com | |
| Address | 1905 O'Toole Way | EIN | 81-4946572 | |
| City, State ZIP Code | San Jose CA, 95131 | | | |
| | LENDER INFORMA | TION | | |
| Name | Mindful Injury Law, PC | E-mail | chad@mindfulinjurylaw.com | |
| Phone | (916) 538-0890 | Check Payment Made Payable To: | Mindful Injury Law or Chad Johnson | |
| Address | 11344 Coloma Road, Set. 105 | SSN or EIN | 86-3417742 | |
| City, State ZIP Code | Gold River, CA, 95670 | | | |
| | LOAN INFORMAT | ΓΙΟΝ | | |
| Loan Amount | \$250,000.00 | Loan Period | 90 days | |
| Fee: | \$25,000.00 | Payment Schedule | 01/28/2023 | |
| | | NOTE | From: Neff Project | |
| AGREEMENT | | | | |

| Mindful Injury Law \$275,000.00 as specified below. |
|--|
| 2. Installments: |
| \square Borrower will pay payments of each at monthly intervals on the 10 th day of the month. |
| ☑ Borrower will pay one lump payment on 01/28/2023 date. |
| \square Borrower will pay 36 payments at monthly intervals with a final balloon payment at the end of the loan term on date. |
| 3. Application of Payments: Payments will be applied first to interest only. |
| 4. Prepayment : After six months, borrower may prepay all or any part of the principal without penalty. |
| 5. Loan Acceleration : If Borrower is more than <u>15</u> days late in making any payment, Lender may declare that the entire balance ounpaid principal is due immediately, together with the interest that has accrued. |
| 6. Security: |
| ▼ This is an unsecured note. |
| □ Borrower agrees that until the principal and interest owed under this promissory note are paid in full, this note will be secured be a security agreement and Uniform Commercial Code Financing statement giving Lender a security interest in the equipment, fixtures, inventory and accounts receivable of the business known as |
| \Box Borrower agrees that until the principal and interest owed under this promissory note are paid in full, this note will be secured b the |
| Mortgage deed of trust covering the real estate commonly known as a Single Family Residence and more fully described as follows: |

7. Collection Costs: If Lender prevails in a lawsuit to collect on this note, Borrower will pay Lender's costs and lawyer's fees in an

1. Promise to Pay: For value received, <u>D3 Investments, LLC. – Neff Project</u> (Borrower) promises to pay

amount the court finds to be reasonable.

The undersigned and all other parties to this note, whether as endorsers, guarantors or sureties, agree to remain fully bound until this note shall be fully paid and waive demand, presentment and protest and all notices hereto and further agree to remain bound notwithstanding any extension, modification, waiver, or other indulgence or discharge or release of any obligor hereunder or exchange, substitution, or release of any collateral granted as security for this note. No modification or indulgence by any holder hereof shall be binding unless in writing; and any indulgence on any one occasion shall not be an indulgence for any other or future occasion. Any modification or change in terms, hereunder granted by any holder hereof, shall be valid and binding upon each of the undersigned, notwithstanding the acknowledgement of any of the undersigned, and each of the undersigned does hereby irrevocably grant to each of the others a power of attorney to enter into any such modification on their behalf. The rights of any holder hereof shall be cumulative and not necessarily successive. This note shall take effect as a sealed instrument and shall be construed, governed and enforced in accordance with the laws of the State of California.

| SIGNATURES | | | |
|------------|---------------------|-----------|--------------------|
| Signature | Chalestelanday | Signature | Chadwick Johnson |
| | D3 Investments, LLC | Lender | Mindful Injury Law |
| Date | 10/28/2022 | Date | 10/28/2022 |



Audit trail

Title Promissory Note: D3I_Neff Project_90_Mindful Injury...

File name Neff Project - D3...w_10-28-2022.docx

Document ID 33cb80e28bc30bbe840ebd44c353b557d34b73c1

Audit trail date format MM / DD / YYYY

Status • Signed

Document History

(C)

12 / 01 / 2022 Sent for signature to Mindful Injury Law

SENT 19:36:31 UTC (chad@mindfulinjurylaw.com) from

d3.investments.llc2@gmail.com

IP: 68.104.58.183

O 12 / 01 / 2022 Viewed by Mindful Injury Law (chad@mindfulinjurylaw.com)

VIEWED 19:44:22 UTC IP: 24.10.27.34

SIGNED 19:45:44 UTC IP: 24.10.27.34

The document has been completed.

COMPLETED 19:45:44 UTC

EXHIBIT 3

Case 2:24-cv-00372-RFB-EJY Document 1 Filed 02/22/24 Page 22 of 44

D3 Investments, LLC PROMISSORY NOTE

| BORROWER INFORMATION | | | | | |
|--|---------------------------------------|--------------------------------|---------------------------------------|--|--|
| Name | D3 Investments, LLC – Riggins Project | Date | 02/17/2023 | | |
| Phone | (925) 895-2728 | E-mail | d3.investments.llc2@gmail.com | | |
| Address | 6280 S. Valley View Blvd | EIN | 82-4946572 | | |
| City, State ZIP Code | Suite 640 | | | | |
| | Las Vegas NV, 89118 | | | | |
| | LENDER INFORMA | ATION | | | |
| Name | Mindful Injury Law, PC | E-mail | chad@mindfulinjurylaw.com | | |
| Phone | (916) 538-0890 | Check Payment Made Payable To: | Mindful Injury Law or Chad Johnson | | |
| Address | 11344 Coloma Road, Set. 105 | SSN or EIN | 86-3417742 | | |
| City, State ZIP Code Gold River, CA, 95670 | | | | | |
| | LOAN INFORMA | TION | | | |
| Loan Amount | \$275,000.00 | Loan Period | 95 days | | |
| Fee: | \$27,500.00 | Payment Schedule | 05/22/2023 | | |
| | | NOTE | From: Riggins Project | | |
| AGREEMENT | | | | | |

1. **Promise to Pay:** For value received, <u>D3 Investments, LLC. – Riggins Project</u> (Borrower) promises to pay <u>Mindful Injury Law \$302,500.00</u> as specified below.

| 2. | Installments: |
|------------|--|
| □В | orrower will pay payments of \$ each at monthly intervals on the 10 th day of the month. |
| X B | forrower will pay one lump payment on 05/22/2023 date. |
| | orrower will pay 36 payments at monthly intervals with a final balloon payment at the end of the term on date. |
| 3. | Application of Payments: Payments will be applied first to interest only. |

- 4. **Prepayment**: After six months, borrower may prepay all or any part of the principal without penalty.
- 5. **Loan Acceleration**: If Borrower is more than <u>15</u> days late in making any payment, Lender may declare that the entire balance of unpaid principal is due immediately, together with the interest that has accrued.
- 6. Security:

| 図 | This | is an | unsecured | note |
|---|------|-------|-----------|------|
| | | | | |

☐ Borrower agrees that until the principal and interest owed under this promissory note are paid in full, this note will be secured by a security agreement and Uniform Commercial Code Financing statement giving Lender a security interest in the equipment, fixtures, inventory and accounts receivable of the business known as ______.

 \Box Borrower agrees that until the principal and interest owed under this promissory note are paid in full, this note will be secured by the

- ☐ Mortgage deed of trust covering the real estate commonly known as a Single Family Residence and more fully described as follows:
- 7. **Collection Costs**: If Lender prevails in a lawsuit to collect on this note, Borrower will pay Lender's costs and lawyer's fees in an amount the court finds to be reasonable.

The undersigned and all other parties to this note, whether as endorsers, guarantors or sureties, agree to remain fully bound until this note shall be fully paid and waive demand, presentment and protest and all notices hereto and further agree to remain bound notwithstanding any extension, modification, waiver, or other indulgence or discharge or release of any obligor hereunder or exchange, substitution, or release of any collateral granted as security for this note. No modification or indulgence by any holder hereof shall be binding unless in writing; and any indulgence on any one occasion shall not be an indulgence for any other or future occasion. Any modification or change in terms, hereunder granted by any holder hereof, shall be valid and binding upon each of the undersigned, notwithstanding the acknowledgement of any of the undersigned, and each of the undersigned does hereby irrevocably grant to each of the others a power of attorney to enter into any such modification on their behalf. The rights of any holder hereof shall be cumulative and not necessarily successive. This note shall take effect as a sealed instrument and shall be construed, governed and enforced in accordance with the laws of the State of California.

| SIGNATURES | | | | |
|------------|---------------------|-----------|--------------------|--|
| Signature | Chalethar | Signature | Chadwick Johnson | |
| Borrower | D3 Investments, LLC | Lender | Mindful Injury Law | |
| Date | 02/17/2023 | Date | 02/17/2023 | |



Audit trail

UPDATED Riggins Project - D3 Investments Promissory Note...

File name Riggins Project -...w_02-17-2023.docx

Document ID eba53b32bbe90bf32bb8f4c4ffbf9489acbcfbf5

Audit trail date format MM / DD / YYYY

Status • Signed

Document History

(C)

04 / 07 / 2023 Sent for signature to Mindful Injury Law

SENT 20:44:02 UTC (chad@mindfulinjurylaw.com) from

d3.investments.llc2@gmail.com

IP: 68.104.58.183

O 04 / 07 / 2023 Viewed by Mindful Injury Law (chad@mindfulinjurylaw.com)

VIEWED 20:45:26 UTC IP: 174.236.230.134

SIGNED 23:06:14 UTC IP: 24.10.27.34

7 04 / 07 / 2023 The document has been completed.

COMPLETED 23:06:14 UTC

EXHIBIT 4

Case 2:24-cv-00372-RFB-EJY Document 1 Filed 02/22/24 Page 26 of 44

D3 Investments, LLC PROMISSORY NOTE

| BORROWER INFORMATION | | | | |
|----------------------|------------------------------------|--------------------------------|-------------------------------|--|
| Name | D3 Investments, LLC – Hill Project | Date | 05/06/2022 | |
| Phone | (925) 895-2728 | E-mail | d3.investments.llc2@gmail.com | |
| Address | 1905 O'Toole Way | EIN | 81-4946572 | |
| City, State ZIP Code | San Jose CA, 95131 | | | |
| | LENDER INFORMA | ATION | | |
| Name | Ana Arriaga | E-mail | anadiancka28@gmail.com | |
| Phone | (916) 477-1308 | Check Payment Made Payable To: | Ana Arriaga | |
| Address | 6020 Declaration Circle | SSN or EIN# | 715-62-9442 | |
| City, State ZIP Code | Citrus Heights CA 95621 | | | |
| | LOAN INFORMA | TION | | |
| Loan Amount | \$20,000.00 | Loan Period | 85 days | |
| Fee: | \$4,400.00 | Payment Schedule | 08/01/2022 | |
| | | NOTE | From: Hill Project | |
| AGREEMENT | | | | |

| Ι. | Promise to Pay: For value received, <u>D3 investments, LLC – Hill Project</u> (Borrower) promises to pay |
|-------------|--|
| <u>A</u> | na Arriaga \$24,400.00 as specified below. |
| 2. | Installments: |
| | Borrower will pay payments of \$ each at monthly intervals on the 10 th day of the month. |
| X | Borrower will pay one lump payment on 08/01/2022 date. |
| | Borrower will pay 36 payments at monthly intervals with a final balloon payment at the end of the n term on date. |
| 3. | Application of Payments: Payments will be applied first to interest only. |
| 4. | Prepayment: After six months, borrower may prepay all or any part of the principal without penalty. |
| 5. un | Loan Acceleration : If Borrower is more than <u>15</u> days late in making any payment, Lender may declare that the entire balance o paid principal is due immediately, together with the interest that has accrued. |
| 6. | Security: |
| \boxtimes | This is an unsecured note. |
| a s | Borrower agrees that until the principal and interest owed under this promissory note are paid in full, this note will be secured by ecurity agreement and Uniform Commercial Code Financing statement giving Lender a security interest in the equipment, cures, inventory and accounts receivable of the business known as |
| □ the | Borrower agrees that until the principal and interest owed under this promissory note are paid in full, this note will be secured by |
| | Mortgage deed of trust covering the real estate commonly known as a Single Family Residence and more fully described as follows: |
| 7. | Collection Costs: If Lender prevails in a lawsuit to collect on this note, Borrower will pay Lender's costs and lawyer's fees in an |

1 | Page

amount the court finds to be reasonable.

The undersigned and all other parties to this note, whether as endorsers, guarantors or sureties, agree to remain fully bound until this note shall be fully paid and waive demand, presentment and protest and all notices hereto and further agree to remain bound notwithstanding any extension, modification, waiver, or other indulgence or discharge or release of any obligor hereunder or exchange, substitution, or release of any collateral granted as security for this note. No modification or indulgence by any holder hereof shall be binding unless in writing; and any indulgence on any one occasion shall not be an indulgence for any other or future occasion. Any modification or change in terms, hereunder granted by any holder hereof, shall be valid and binding upon each of the undersigned, notwithstanding the acknowledgement of any of the undersigned, and each of the undersigned does hereby irrevocably grant to each of the others a power of attorney to enter into any such modification on their behalf. The rights of any holder hereof shall be cumulative and not necessarily successive. This note shall take effect as a sealed instrument and shall be construed, governed and enforced in accordance with the laws of the State of California.

| | SIGNATURES | | | | |
|-----------|---------------------|-----------|-------------|--|--|
| Signature | Chalestalantay | Signature | andro | | |
| Borrower | D3 Investments, LLC | Lender | Ana Arriaga | | |
| Date | 05/06/2022 | Date | 05/06/2022 | | |



Audit Trail

TITLE Promissory Note: D3I_Hill Project_85_Ana Arriaga_05-06-2022

FILE NAME Hill Project - D3... _05-06-2022.docx

DOCUMENT ID ff9bfbc1adbd933f7413dbe3c9ec096ac1a17596

AUDIT TRAIL DATE FORMAT MM / DD / YYYY

STATUS • Signed

Document History

(c) 05 / 08 / 2022 Sent for signature to Ana Arriaga (anadiancka28@gmail.com)

SENT 00:48:13 UTC from d3.investments.llc2@gmail.com

IP: 98.51.119.51

O5 / 08 / 2022 Viewed by Ana Arriaga (anadiancka28@gmail.com)

VIEWED 18:22:30 UTC IP: 76.105.22.159

SIGNED 18:26:37 UTC IP: 76.105.22.159

7 05 / 08 / 2022 The document has been completed.

COMPLETED 18:26:37 UTC

EXHIBIT 5

Case 2:24-cv-00372-RFB-EJY Document 1 Filed 02/22/24 Page 30 of 44

D3 Investments, LLC PROMISSORY NOTE

| BORROWER INFORMATION | | | | | |
|---|--------------------------------------|--------------------------------|-------------------------------|--|--|
| Name | D3 Investments, LLC – Haynes Project | Date | 08/19/2022 | | |
| Phone | (925) 895-2728 | E-mail | d3.investments.llc2@gmail.com | | |
| Address | 1905 O'Toole Way | EIN | 81-4946572 | | |
| City, State ZIP Code | San Jose CA, 95131 | | | | |
| | LENDER INFORMA | ATION | | | |
| Name | Ana Arriaga | E-mail | anadiancka28@gmail.com | | |
| Phone | (916) 477-1308 | Check Payment Made Payable To: | Ana Arriaga | | |
| Address 6020 Declaration Circle SSN or EIN# | | SSN or EIN# | 715-62-9442 | | |
| City, State ZIP Code | Citrus Heights CA 95621 | | | | |
| | LOAN INFORMA | ΓΙΟΝ | | | |
| Loan Amount | \$24,400.00 | Loan Period | 90 days | | |
| Fee: \$2,440.00 | | Payment Schedule | 11/19/2022 | | |
| | | NOTE | From: Haynes Project | | |
| AGREEMENT | | | | | |

| Ι. | Promise to Pay: For value received, <u>D3 investments, LLC – naynes Project</u> (Borrower) promises to pay |
|-----------------------|--|
| <u>A</u> | na Arriaga \$26,840.00 as specified below. |
| 2. | Installments: |
| | Borrower will pay payments of \$ each at monthly intervals on the 10 th day of the month. |
| X | Borrower will pay one lump payment on 11/19/2022 date. |
| | Borrower will pay 36 payments at monthly intervals with a final balloon payment at the end of the n term on date. |
| 3. | Application of Payments: Payments will be applied first to interest only. |
| 4. | Prepayment: After six months, borrower may prepay all or any part of the principal without penalty. |
| 5. un _l | Loan Acceleration : If Borrower is more than <u>15</u> days late in making any payment, Lender may declare that the entire balance coaid principal is due immediately, together with the interest that has accrued. |
| 6. | Security: |
| \boxtimes | This is an unsecured note. |
| a s | Borrower agrees that until the principal and interest owed under this promissory note are paid in full, this note will be secured by ecurity agreement and Uniform Commercial Code Financing statement giving Lender a security interest in the equipment, sures, inventory and accounts receivable of the business known as |
| □ the | Borrower agrees that until the principal and interest owed under this promissory note are paid in full, this note will be secured by |
| | Mortgage deed of trust covering the real estate commonly known as a Single Family Residence and more fully described as follows: |
| 7. | Collection Costs: If Lender prevails in a lawsuit to collect on this note, Borrower will pay Lender's costs and lawyer's fees in an |

amount the court finds to be reasonable.

The undersigned and all other parties to this note, whether as endorsers, guarantors or sureties, agree to remain fully bound until this note shall be fully paid and waive demand, presentment and protest and all notices hereto and further agree to remain bound notwithstanding any extension, modification, waiver, or other indulgence or discharge or release of any obligor hereunder or exchange, substitution, or release of any collateral granted as security for this note. No modification or indulgence by any holder hereof shall be binding unless in writing; and any indulgence on any one occasion shall not be an indulgence for any other or future occasion. Any modification or change in terms, hereunder granted by any holder hereof, shall be valid and binding upon each of the undersigned, notwithstanding the acknowledgement of any of the undersigned, and each of the undersigned does hereby irrevocably grant to each of the others a power of attorney to enter into any such modification on their behalf. The rights of any holder hereof shall be cumulative and not necessarily successive. This note shall take effect as a sealed instrument and shall be construed, governed and enforced in accordance with the laws of the State of California.

| | SIGNATURES | | | |
|-----------|---------------------|-----------|-------------|--|
| Signature | Chaletharton | Signature | anag | |
| Borrower | D3 Investments, LLC | Lender | Ana Arriaga | |
| Date | 08/19/2022 | Date | 08/19/2022 | |



Audit Trail

TITLE Promissory Note: D3I_Haynes Project_90_Ana...

FILE NAME Haynes Project - ... _08-19-2022.docx

DOCUMENT ID 3e3f783d1443e901d0e7347d10f3c60e0ada863f

AUDIT TRAIL DATE FORMAT MM / DD / YYYY

STATUS • Signed

Document History

(?) 09 / 27 / 2022 Sent for signature to Ana Arriaga (anadiancka28@gmail.com)

SENT 07:26:06 UTC from d3.investments.llc2@gmail.com

IP: 68.104.58.183

O9 / 30 / 2022 Viewed by Ana Arriaga (anadiancka28@gmail.com)

VIEWED 00:44:22 UTC IP: 172.58.35.141

SIGNED 00:47:50 UTC IP: 172.58.38.188

7 09 / 30 / 2022 The document has been completed.

COMPLETED 00:47:50 UTC

EXHIBIT 6

Case 2:24-cv-00372-RFB-EJY Document 1 Filed 02/22/24 Page 34 of 44

D3 Investments, LLC PROMISSORY NOTE

| BORROWER INFORMATION | | | | |
|---|-------------------------------------|--------------------------------|-------------------------------|--|
| Name | D3 Investments, LLC – Reese Project | Date | 12/09/2022 | |
| Phone | (925) 895-2728 | E-mail | d3.investments.llc2@gmail.com | |
| Address | 1905 O'Toole Way | EIN | 81-4946572 | |
| City, State ZIP Code | San Jose CA, 95131 | | | |
| | LENDER INFORMA | ATION | | |
| Name | Ana Arriaga | E-mail | anadiancka28@gmail.com | |
| Phone | (916) 477-1308 | Check Payment Made Payable To: | Ana Arriaga | |
| Address 6020 Declaration Circle SSN or EIN# | | SSN or EIN# | 715-62-9442 | |
| City, State ZIP Code | Citrus Heights CA 95621 | | | |
| | LOAN INFORMA | TION | | |
| Loan Amount | \$26,840.00 | Loan Period | 90 days | |
| Fee: | \$2,684.00 | Payment Schedule | 03/09/2023 | |
| | | NOTE | From: Reese Project | |
| AGREEMENT | | | | |

| 1. | Promise to Pay: For value received, <u>D3 investments, LLC – Reese Project</u> (Borrower) promises to pay |
|------------|--|
| <u>A</u> | na Arriaga \$29,524.00 as specified below. |
| 2. | Installments: |
| | Borrower will pay payments of \$ each at monthly intervals on the 10 th day of the month. |
| X | Borrower will pay one lump payment on 03/09/2023 date. |
| | Borrower will pay 36 payments at monthly intervals with a final balloon payment at the end of the n term on date. |
| 3. | Application of Payments: Payments will be applied first to interest only. |
| 4. | Prepayment: After six months, borrower may prepay all or any part of the principal without penalty. |
| 5. սոլ | Loan Acceleration : If Borrower is more than <u>15</u> days late in making any payment, Lender may declare that the entire balance coaid principal is due immediately, together with the interest that has accrued. |
| 6. | Security: |
| X | This is an unsecured note. |
| a se | Borrower agrees that until the principal and interest owed under this promissory note are paid in full, this note will be secured by ecurity agreement and Uniform Commercial Code Financing statement giving Lender a security interest in the equipment, sures, inventory and accounts receivable of the business known as |
| □ I the | Borrower agrees that until the principal and interest owed under this promissory note are paid in full, this note will be secured by |
| | Mortgage deed of trust covering the real estate commonly known as a Single Family Residence and more fully described as follows: |
| 7. | Collection Costs: If Lender prevails in a lawsuit to collect on this note, Borrower will pay Lender's costs and lawyer's fees in an |

amount the court finds to be reasonable.

The undersigned and all other parties to this note, whether as endorsers, guarantors or sureties, agree to remain fully bound until this note shall be fully paid and waive demand, presentment and protest and all notices hereto and further agree to remain bound notwithstanding any extension, modification, waiver, or other indulgence or discharge or release of any obligor hereunder or exchange, substitution, or release of any collateral granted as security for this note. No modification or indulgence by any holder hereof shall be binding unless in writing; and any indulgence on any one occasion shall not be an indulgence for any other or future occasion. Any modification or change in terms, hereunder granted by any holder hereof, shall be valid and binding upon each of the undersigned, notwithstanding the acknowledgement of any of the undersigned, and each of the undersigned does hereby irrevocably grant to each of the others a power of attorney to enter into any such modification on their behalf. The rights of any holder hereof shall be cumulative and not necessarily successive. This note shall take effect as a sealed instrument and shall be construed, governed and enforced in accordance with the laws of the State of California.

| | SIGNATURES | | | |
|-----------|---------------------|-----------|-------------|--|
| Signature | Chaletharton | Signature | andro | |
| Borrower | D3 Investments, LLC | Lender | Ana Arriaga | |
| Date | 12/09/2022 | Date | 12/09/2022 | |



Audit trail

Title Promissory Note: D3I_Reese Project_90_Ana Arriaga_12-09-2022

File name Reese Project - D... _12-09-2022.docx

Document ID 5660b51ec8c97b76ac3322decfbe4cad89bc4326

Audit trail date format MM / DD / YYYY

Status • Signed

Document History

O1 / 25 / 2023 Sent for signature to Ana Arriaga (anadiancka28@gmail.com)

SENT 08:05:20 UTC from d3.investments.llc2@gmail.com

IP: 68.104.58.183

O1 / 25 / 2023 Viewed by Ana Arriaga (anadiancka28@gmail.com)

VIEWED 14:02:39 UTC IP: 67.161.190.177

<u>▶</u> 01 / 25 / 2023 Signed by Ana Arriaga (anadiancka28@gmail.com)

SIGNED 14:05:24 UTC IP: 67.161.190.177

7 01 / 25 / 2023 The document has been completed.

COMPLETED 14:05:24 UTC

EXHIBIT 7

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D3 Investments, LLC PROMISSORY NOTE

| BORROWER INFORMATION | | | | | |
|----------------------|--------------------------------------|--------------------------------|-------------------------------|--|--|
| Name | D3 Investments, LLC – Oliver Project | Date | 07/14/2023 | | |
| Phone | (925) 895-2728 | E-mail | d3.investments.llc2@gmail.com | | |
| Address | 6280 S. Valley View Blvd | EIN | 82-4946572 | | |
| City, State ZIP Code | Suite 640 | | | | |
| | Las Vegas NV, 89118 | | | | |
| | LENDER INFORMA | ATION | | | |
| Name | Ana Arriaga | E-mail | anadiancka28@gmail.com | | |
| Phone | (916) 477-1308 | Check Payment Made Payable To: | Ana Arriaga | | |
| Address | 6020 Declaration Circle | SSN or EIN# | 715-62-9442 | | |
| City, State ZIP Code | Citrus Heights CA 95621 | | | | |
| | LOAN INFORMA | TION | | | |
| Loan Amount | \$25,348.40 | Loan Period | 90 days | | |
| Fee: | \$2,534.84 | Payment Schedule | 10/14/2023 | | |
| | | NOTE | From: Oliver Project | | |
| AGREEMENT | | | | | |

1. **Promise to Pay:** For value received, <u>D3 Investments, LLC – Oliver Project</u> (Borrower) promises to pay <u>Ana Arriaga \$27,883.24</u> as specified below.

| | Borrower will pay payments of \$ each at monthly intervals on the 10 th day of the month. |
|-------------|--|
| \boxtimes | Borrower will pay one lump payment on 10/14/2023 date. |
| | Borrower will pay 36 payments at monthly intervals with a final balloon payment at the end of the n term on date. |
| 3. | Application of Payments: Payments will be applied first to interest only. |
| 4. | Prepayment: After six months, borrower may prepay all or any part of the principal without penalty. |
| 5. սոր | Loan Acceleration : If Borrower is more than <u>15</u> days late in making any payment, Lender may declare that the entire balance coaid principal is due immediately, together with the interest that has accrued. |
| 6. | Security: |
| X | This is an unsecured note. |
| a se | Borrower agrees that until the principal and interest owed under this promissory note are paid in full, this note will be secured by ecurity agreement and Uniform Commercial Code Financing statement giving Lender a security interest in the equipment, cures, inventory and accounts receivable of the business known as |
| □ I the | Borrower agrees that until the principal and interest owed under this promissory note are paid in full, this note will be secured by |
| | Mortgage deed of trust covering the real estate commonly known as a Single Family Residence and more fully described as follows: |
| 7. | Collection Costs: If Lender prevails in a lawsuit to collect on this note, Borrower will pay Lender's costs and lawyer's fees in an |

1 | Page

amount the court finds to be reasonable.

2. Installments:

The undersigned and all other parties to this note, whether as endorsers, guarantors or sureties, agree to remain fully bound until this note shall be fully paid and waive demand, presentment and protest and all notices hereto and further agree to remain bound notwithstanding any extension, modification, waiver, or other indulgence or discharge or release of any obligor hereunder or exchange, substitution, or release of any collateral granted as security for this note. No modification or indulgence by any holder hereof shall be binding unless in writing; and any indulgence on any one occasion shall not be an indulgence for any other or future occasion. Any modification or change in terms, hereunder granted by any holder hereof, shall be valid and binding upon each of the undersigned, notwithstanding the acknowledgement of any of the undersigned, and each of the undersigned does hereby irrevocably grant to each of the others a power of attorney to enter into any such modification on their behalf. The rights of any holder hereof shall be cumulative and not necessarily successive. This note shall take effect as a sealed instrument and shall be construed, governed and enforced in accordance with the laws of the State of California.

| SIGNATURES | | | | |
|------------|---------------------|-----------|-------------|--|
| Signature | Chalatalunday | Signature | andro | |
| Borrower | D3 Investments, LLC | Lender | Ana Arriaga | |
| Date | 07/14/2023 | Date | 07/14/2023 | |



Audit trail

Title Oliver Project - D3 Investments Promissory Note 90 -Ana...

File name Oliver Project - ... _07-14-2023.docx

Document ID b7c5304db027092cc3831267d928084755a50791

Audit trail date format MM / DD / YYYY

Status • Signed

Document History

(?) 09 / 13 / 2023 Sent for signature to Ana Arriaga (anadiancka28@gmail.com)

SENT 06:18:00 UTC from d3.investments.llc2@gmail.com

IP: 68.104.58.183

O9 / 13 / 2023 Viewed by Ana Arriaga (anadiancka28@gmail.com)

VIEWED 18:21:41 UTC IP: 172.56.169.110

<u>▶</u> **09 / 13 / 2023** Signed by Ana Arriaga (anadiancka28@gmail.com)

SIGNED 18:34:31 UTC IP: 172.56.169.110

7 09 / 13 / 2023 The document has been completed.

COMPLETED 18:34:31 UTC

EXHIBIT 8

Case 2:24-cv-00372-RFB-EJY Document 1 Filed 02/22/24 Page 42 of 44

D3 Investments, LLC PROMISSORY NOTE

| BORROWER INFORMATION | | | | | |
|----------------------|------------------------------------|--------------------------------|-------------------------------|--|--|
| Name | D3 Investments, LLC – Hall Project | Date | 11/03/2023 | | |
| Phone | (925) 895-2728 | E-mail | d3.investments.llc2@gmail.com | | |
| Address | 6280 S. Valley View Blvd | EIN | 82-4946572 | | |
| City, State ZIP Code | Suite 640 | | | | |
| | Las Vegas NV, 89118 | | | | |
| | LENDER INFORMA | ATION | | | |
| Name | Ana Arriaga | E-mail | anadiancka28@gmail.com | | |
| Phone | (916) 477-1308 | Check Payment Made Payable To: | Ana Arriaga | | |
| Address | 6020 Declaration Circle | SSN or EIN# | 715-62-9442 | | |
| City, State ZIP Code | Citrus Heights CA 95621 | | | | |
| | LOAN INFORMA | TION | | | |
| Loan Amount | \$27,883.24 | Loan Period | 90 days | | |
| Fee: | \$2,788.32 | Payment Schedule | 02/03/2024 | | |
| | | NOTE | From: Hall Project | | |
| AGREEMENT | | | | | |

1. **Promise to Pay:** For value received, <u>D3 Investments, LLC – Hall Project</u> (Borrower) promises to pay <u>Ana Arriaga \$30,671.56</u> as specified below.

| Ш | Borrower will pay payments of \$ each at monthly intervals on the 10 th day of the month. | | | |
|----------|---|--|--|--|
| X | Borrower will pay one lump payment on 02/03/2024 date. | | | |
| | Borrower will pay 36 payments at monthly intervals with a final balloon payment at the end of the an term on date. | | | |
| 3. | Application of Payments: Payments will be applied first to interest only. | | | |
| 4. | Prepayment: After six months, borrower may prepay all or any part of the principal without penalty. | | | |
| 5. un | Loan Acceleration : If Borrower is more than <u>15</u> days late in making any payment, Lender may declare that the entire balance of paid principal is due immediately, together with the interest that has accrued. | | | |
| 6. | Security: | | | |
| X | This is an unsecured note. | | | |
| a s | Borrower agrees that until the principal and interest owed under this promissory note are paid in full, this note will be secured by security agreement and Uniform Commercial Code Financing statement giving Lender a security interest in the equipment, tures, inventory and accounts receivable of the business known as | | | |
| □ the | Borrower agrees that until the principal and interest owed under this promissory note are paid in full, this note will be secured by | | | |
| | ☐ Mortgage deed of trust covering the real estate commonly known as a Single Family Residence and more fully | | | |

7. **Collection Costs**: If Lender prevails in a lawsuit to collect on this note, Borrower will pay Lender's costs and lawyer's fees in an

1 | Page

described as follows:

amount the court finds to be reasonable.

2. Installments:

The undersigned and all other parties to this note, whether as endorsers, guarantors or sureties, agree to remain fully bound until this note shall be fully paid and waive demand, presentment and protest and all notices hereto and further agree to remain bound notwithstanding any extension, modification, waiver, or other indulgence or discharge or release of any obligor hereunder or exchange, substitution, or release of any collateral granted as security for this note. No modification or indulgence by any holder hereof shall be binding unless in writing; and any indulgence on any one occasion shall not be an indulgence for any other or future occasion. Any modification or change in terms, hereunder granted by any holder hereof, shall be valid and binding upon each of the undersigned, notwithstanding the acknowledgement of any of the undersigned, and each of the undersigned does hereby irrevocably grant to each of the others a power of attorney to enter into any such modification on their behalf. The rights of any holder hereof shall be cumulative and not necessarily successive. This note shall take effect as a sealed instrument and shall be construed, governed and enforced in accordance with the laws of the State of California.

| | SIGNATURES | | | | |
|-----------|-----------------|-----------|-------------|--|--|
| Signature | Clarket Thurlow | Signature | andro | | |
| | | Lender | Ana Arriaga | | |
| Date | 11/03/2023 | Date | 11/03/2023 | | |



Audit trail

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